

Exhibit 40

Employment Agreement & Contract

This agreement, made and entered into this, July 30, 2004, by and between SANABEL AL KHEER, INC., herein referred to as "employer," and Dr. Abdel Moniem M. El-Hillali referred to as "Employee", residing at 3713 S. George Mason Drive, Apt#513, Falls Church, VA 22061 with contact phone number (703) 349-2797.

Employee states that he is a legal resident of the United States and his residence is in the city of Falls Church, State of VA, USA.

NOW THEREFORE,

For and in consideration of the mutual promises and benefits to be derived by the parties, they do hereby agree to the following:

Duties and Position: The Company hires the Employee in the capacity of Vice President, Secretary, Building Manager. The Employee's duties include but not limited to the following and may be reasonably modified at the Company's discretion from the time to time:

- A. Perform all routine office duties such as filing, answering telephones, and handling routine correspondence.
- B. Manage, plan, coordinate, and monitor the physical, environmental and security conditions, and general maintenance of the building facilities.
- C. Secure and coordinate related services including, but not limited to, heating ventilation-air conditioning, structural and cosmetic repairs, and maintenance of safety features.
- D. Determine priorities for the enhancement, repair and modification of building facilities and equipment; develop plans for enhancement and preventive maintenance.
- E. Prepare tenants' leases and contracts, collect monthly rents and deposit them in the bank, and handle all tenants' matters.
- F. Set plans and actions for generating maximum revenue from renting building vacant units.
- G. Advise IIRO regarding building conditions and utilization, and furnish them with reports setting forth progress, adverse trends and appropriate recommendations and conclusions.
- H. Calculate and prepare checks for utilities, taxes, and all other payments.
- I. Compute deductions for income and social security taxes, prepare all tax payments for state, city and county withholding liabilities, and complete and submit tax forms and returns, and other government documents.
- J. Prepare bank deposits, and checks of rent to bank.
- K. Perform any other duties as may be decided by the Board of Directors.

Salary and taxes: The Company shall pay Employee and salary of \$46,140.00 per year, for the services of the Employee, payable at regular payroll periods. Both Employer and Employee are responsible for all taxes payable to US Federal and State government.

Confidentiality of Proprietary Information: The Employee acknowledges that in the course of employment he may become aware of certain information about the Employer's operations or clients that is considered proprietary. The Employee agrees not to disclose such information or use the information in any manner that might be harmful to the Employer's business for which Employee is liable both criminally and contractually to keep confidentially.

Reimbursement of Expenses: The Employee may incur reasonable expenses for furthering the Company's business. The Company shall reimburse Employee for all business expenses after the employee presents an itemized account of expenditures, pursuant to Company policy.

Disability: In the event that the Employee cannot perform the duties because of illness or incapacity for a period of more than (3) weeks, the compensation otherwise due during said illness or incapacity will be reduced by 50% (fifty percent). The Employee's full compensation will be reinstated upon return to work. However, if the Employee is absent from work for any reason for a continuous period of over (1) month, the Company may terminate the Employee's employment, and the Company's obligations under this agreement will cease on that date.

Termination of Agreement: Without cause, the Company may terminate this agreement of any time upon (30) days written notice to the Employee. If the Company requests, the Employee will continue to perform his duties and may be paid his regular salary up to the date of termination. In addition, the Company will pay the Employee on the date of the termination a severance allowance of one month salary less taxes and social security required to be withheld, without cause, the Employee may terminate employment upon (30) days' written notice to the Company

Death Benefit: Should Employee die during the term of employment, the Company shall pay to Employee's estate any compensation due through the end of the month in which death occurred.

Assistance in Litigation: Employee shall upon reasonable notice, furnish such information and proper assistance to the Company as it may reasonably require in connection with any litigation in which it is, or may become, a party either during or after employment. In the meantime, the Company should bear the burden of all legal fees if the Employee involved in litigation, or may become a party, either during or after employment, as a result of his employment with the Company. The IIRO, P.O. Box 14843, Jeddah 21434, Saudi Arabia, must pay those legal fees.

Settlement by Arbitration: Any claim or controversy that arises out of or relates to this agreement, or the breach of it, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered may be entered in any court with jurisdiction.

Limited Effect of Waiver by Company: Should Company waive breach of any provision of this agreement by the Employee, that waiver will not operate or be construed as a waiver of further breach by the Employee.

Severability: If, for any reason, any provision of this agreement is held invalid, all other provisions of this agreement shall remain in effect.

No modification or amendments shall be made to this contract unless it (they) are in writing and executed by both parties.

This is the Whole and Only Agreement (Contract) Between the Contracting Parties.

Employee name: ABDEL MONIEM M. EL-HILLALI

Employee signature: _____

Date: July 25, 2004

Company Board of Directors & Creditor's Representative

Signature _____
DR. ABDULRAHMAN A. AL ZAYD
Member, Board of Director
P.O. Box 14843, Jeddah 21434, Saudi Arabia

Date _____

Signature _____
KHALID M. FADLALLA
Member, Board of Directors
55 E. 21 Street, Brooklyn, NY 11226

Date _____

Signature Abdel Moniem El Hillali
ABDULMONIEM ELHILLALI
Member, Board of Director

Date _____

Signature _____
DR. ADNAN KHALIL BASHA
Secretary General, IIRO
P.O. Box 14843, Jeddah 21434, Saudi Arabia

Date _____